

RECEIVED

JOINT POWERS AGREEMENT

MAY 22 2007

BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY,  
NEW MEXICO AND THE TOWN OF EDGEWOOD TO FINANCIALLY ASSIST THE  
TOWN TO EXPAND THE WASTE WATER COLLECTION SYSTEM TO SERVE  
CERTAIN SANTA FE COUNTY OWNED FACILITIES

This Joint Powers Agreement is made this 24 day of April, 2007 pursuant to the New Mexico Joint Powers Agreement Act, NMSA 1978, Sections 11-1-1, *et seq.* (1961) (as amended), by and between the Board of County Commissioners of Santa Fe County, (hereinafter referred to as "the County"), and the Town of Edgewood, (hereinafter referred to as "the Town"), both parties are political subdivisions of the State of New Mexico.

**RECITALS:**

**WHERAS**, the County imposed a one-fourth of one percent (1/4%) County Capital Outlay Gross Receipt Tax by Ordinance 2002-4; and

**WHEREAS**, County Ordinance 2002-4 states that tax proceeds will be used to fund water and/or wastewater projects to protect and improve aquifers in the La Cienega, Agua Fria, Edgewood and Eldorado areas; and

**WHEREAS**, the Town is currently constructing a waste water treatment plant pursuant to a construction contract in the amount of \$2,547,218.86; and

**WHEREAS**, the Town desires to construct additional phases, which include waste water collection lines and treated water distribution lines for connection with the waste water treatment plant more particularly described in Exhibit A to this Agreement (the "Phase 2 Improvements"); and

**WHEREAS**, the State of New Mexico Environment Department will not permit the award of a contract for construction of the Phase 2 Improvements until the final funding necessary to construct the Phase 2 Improvements is committed; and

**NOW THEREFORE**, the parties mutually agree as follows:

**1.0 PROJECT SCOPE AND IMPROVEMENTS BENEFITING THE COUNTY**

1.1 Pending approval by the United States Environmental Protection Administration of the project environmental assessment, the Town shall construct the Phase 2 Improvements.

1.2 Following execution of this Joint Powers Agreement, the Town proposes to construct the Phase 3 Improvements to extend sewer service to: (1) the new fire station to be constructed by the County on section 16 in the Town; (2) the senior citizens center operated by the County; (3) the designated park area owned by the County adjacent to the Senior Citizens Center; (4) the existing County fire station adjacent to the Town community center; and (5) connect the Municipal Office Annex (which may house certain County field offices (e.g., Clerk, Assessor, Public Health, etc.); (6) a regional animal control facility on section 16; and (7) the COLPAC land adjacent to Wildlife West.

1.3 A map of the System describing the Phase 2 and Phase 3 Improvements is set out in Exhibit A.

**2.0 OWNERSHIP OF IMPROVEMENTS**

2.1 All Phase 2 and 3 Improvements constructed in the County by the Town with funding as provided in this Agreement shall be owned jointly by the Town and the County in proportion to the respective contributions by each. Any sale, alienation, pledge, or other disposition of the Phase 2 or 3 Improvements jointly owned pursuant to this Agreement shall require approval of both parties hereto. The specific Phase 2 and 3 Improvements that are subject to the joint ownership and the current estimated costs of the improvements in this paragraph are noted in Exhibit B.

Exhibit B. The priority that items to be constructed may be adjusted from time to time to maximize available funds and to account for changed circumstances. An amendment to this Agreement is not needed to reprioritize projects so long as the proposed reprioritization receives approval of the Technical Committee as described in paragraph 7.

#### **5.0 PROCUREMENT, ADMINISTRATIVE SERVICES**

5.1 The Town shall, pursuant to the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28, *et seq.* (2006), and applicable procurement regulations, procure all the design, engineering, and construction services necessary to construct the improvements described herein. The Town shall provide all necessary administrative services related to the foregoing. The County shall have the right to examine all documents related to the foregoing.

#### **6.0 WASTE WATER RATES AND CHARGES**

6.1 The Town shall set its waste water rates and charges for its residents and upon the request of the County for informational purposes, the Town shall provide the County with its current waste water rates and charges. Charges for waste water service provided to the County shall be adjusted in proportion to the County's ownership interest in the Phase 2 and 3 Improvements.

#### **7.0 TECHNICAL COMMITTEE**

7.1 A Technical Committee consisting of four persons is hereby created. Each party shall appoint two representatives to the Technical Committee. Persons appointed to the Technical Committee should have technical expertise as a result of education, training or experience, in the design, operation or maintenance of waste water systems.

7.2 The Technical Committee shall be charged with ensuring that the governing bodies of the parties are provided with regular reports on the progress of the work of this Agreement, and

approved by the Technical Committee, the County may contribute to these costs but shall not be obligated to do so.

#### **9.0 SERVICE AREA**

9.1 The parties recognize that the service area boundaries of the Town have been established as shown in Exhibit A. Any changes to the service area by the Town shall be discussed with the County to ensure continuing good relations between the parties.

#### **10.0 APPROPRIATED FUNDS**

10.1 In the event funds are not appropriated in a given year for either party's obligations described herein, either party will have the option of terminating this Agreement as of the date when funds are exhausted; provided, that this Agreement shall not terminate while the County owns an interest in the improvements described herein except as provided in this Agreement.

#### **11.0 BOOKS AND RECORDS**

11.1 The Town shall maintain adequate and correct accounts related to the continuing operation of the improvements described herein, which accounts shall be open to inspection at any reasonable time by the parties hereto, their accountants, or their agents.

11.2 The Town shall report to the County at least quarterly concerning the uses of the funds granted by the County.

#### **12.0. TERMINATION**

12.1 This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico, and shall continue in full force and effect, subject to amendments, until terminated by the parties pursuant to this Agreement.

## **15.0 INSURANCE**

15.1 The parties hereto shall carry public liability insurance coverage consistent with the responsibilities of each entity under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.* (1976) (as amended).

15.2 The parties shall, in addition, provide workers' compensation coverage for employees and carry property damage insurance on the equipment, buildings, facilities or personality of any kind that comprise the improvements described herein.

15.3 The expense of obtaining and maintaining the required insurance shall be each party's sole obligation, except that the County shall be named as an additional insured on any policy secured by the Town covering the Phase 2 and 3 Improvements.

15.4 The insurance provided for under this Section shall be maintained in full force and effect throughout the duration of this Agreement.

15.5 Each party shall obtain the insurance coverage described herein from a reliable insurance company or, alternatively, from a risk self-retention pool such as that provided by the New Mexico Association of Counties, the New Mexico Municipal League or approved policy of self-insurance. A copy of any insurance policy shall be provided to the other party at the party's request.

## **16.0 STRICT ACCOUNTABILITY, RECORDS, AUDITS, REPORTS**

16.1 The parties hereto shall be strictly accountable for all receipts and disbursements, and shall maintain adequate, complete and correct records and statements pertaining to receipts, disbursements, and other financial matters pertaining to the improvements described herein.

that they represent. Such representatives shall use their best efforts to amicably and promptly resolve the dispute.

## 20.0 ENTIRE AGREEMENT

20.1 This Agreement contains the Entire Agreement between the parties hereto with regard to the matters set forth herein.

## 21.0 BINDING EFFECT

21.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.

## 22.0 OTHER DOCUMENTS

22.1 The parties agree to execute such further and other agreements as reasonably may be required from time to time to carry out the provisions of this Agreement.

## 23.0 LAW

23.1 The laws of the State of New Mexico shall govern this Agreement.

## 24.0 NOTICES

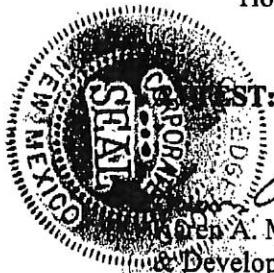
24.1 Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

**To the County:** Santa Fe County Utilities Director  
Santa Fe County  
205 Montezuma  
Santa Fe, N.M. 87505  
Phone: 986-6210  
Fax: 992-8421

With a copy to: County Manager  
Santa Fe County  
P.O. Box 276  
Santa Fe, N.M. 87504  
Phone: 986-6200

TOWN OF EDGEWOOD

By: *Howard Calkins*  
Howard Calkins, Mayor



*A. Mahalick*  
By: Karen A. Mahalick, Community Planning  
& Development Manager

Approved as to form:

*David Henderson*  
David Henderson

**APPROVED BY THE DEPARTMENT  
OF FINANCE AND ADMINISTRATION**

By: *A. N. S.*

*Dep. Secretary*  
(Title)

*6/25/07*  
(Date)

*6/25/07*



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

JOINT POWERS AGREEMENT  
PAGES: 15

I Hereby Certify That This Instrument Was Filed for  
Record On The 3RD Day Of July, A.D., 2007 at 10:10  
And Was Duly Recorded as Instrument # 1490198  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Deputy *Valerie Espinoza* Valerie Espinoza  
County Clerk, Santa Fe, NM

Exhibit "B"

**Costs for Line Service**

Priority	Location	Transmission Line (\$53/foot)	Lift Station/Force Main	10 % Contingency	Total Estimate in 2004 dollars	Engineering Fees Undetermined
Phase II	Present Firehouse	500 Feet=\$26,500	N/A	\$265	\$ 26,765	
	Senior Center	100 Feet=\$5,300	N/A	\$53	\$ 5,830	
	Municipal Annex	500 Feet + rock excavation approximately \$26,500 + 5500 Feet = \$291,500	N/A	\$265 +	\$ 26,765 +	
Phase III	COLPAC	7920 Feet=\$419,760	\$78,800	\$3,703	\$374,003	
	New Firehouse		2 lift stations/Force Main	\$5,573	\$562,933	
	Regional Animal Control Facility	500 Feet onto Firehouse main=\$26,500	N/A	\$265	\$ 26,765	